

Prepared by and when recorded return to:
Meyer & Burnett PLLC
2 W. Aquarium Way, Unit 300
Chattanooga, TN 37402
Attn: Philip Meyer II

CROSS REFERENCE:

(1) Deed Book 517, Page 86, Office of the Clerk of the Superior Court for Dade County, Georgia

(2) Deed Book 1953, Page 701, Office of the Clerk of the Superior Court for Walker County, Georgia

**SEVENTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
(TO ESTABLISH A NEIGHBORHOOD GOVERNED BY A NEIGHBORHOOD
ASSOCIATION)**

**THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (this
“Amendment”) is made to be effective as February 6th, 2024, by **MCLEMORE
HOLDINGS, LLC**, a Georgia limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the declarant under that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated October 2, 2017, of record in Deed Book 517, Page 86 in the Clerk of the Superior Court of Dade County, Georgia (the “Dade Clerk’s Office”) and in Deed Book 1953, Page 701 in the Clerk of the Superior Court of Walker County, Georgia (the “Walker Clerk’s Office”), as amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2017, Page 704 in the Walker Clerk’s Office and in Book 534, Page 644 in the Dade Clerk’s Office, as further amended by that certain Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2069, Page 225 in the Walker Clerk’s Office, and in Book 567, Page 543 in the Dade Clerk’s Office, as further amended by that certain Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2069, Page 229 in the Walker Clerk’s Office, and in Book 567, Page 547 in the Dade Clerk’s Office, as further amended by that certain Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2172, Page 385 in the Walker Clerk’s Office, and in Book 583, Page 674 in the Dade Clerk’s Office, and as affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 517, Page 172 in the Dade Clerk’s Office, and in Book 1953,

Page 787 in the Walker Clerk's Office, as further affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 517, Page 175 in the Dade Clerk's Office, and in Book 1953, Page 790 in the Walker Clerk's Office, as affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 525, Page 63 in the Dade Clerk's Office, and in Book 1982, Page 724 in the Walker Clerk's Office, and as further affected by that certain Assignment and Assumption of Rights under Declaration of Covenants, Conditions and Restrictions of record in Book 525, Page 66 in the Dade Clerk's Office, and in Book 1982, Page 727 in the Walker Clerk's Office, as further amended by that certain Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2226, Page 102 in the Walker Clerk's Office, and in Book 591, Page 488 in the Dade Clerk's Office, as further amended by that certain Sixth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 2269, Page 172 in the Walker Clerk's Office, and in Book 602, Page 629 in the Dade Clerk's Office (collectively, the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration to establish a Neighborhood in accordance with Section 2.2(a) of the Declaration; and

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. **Establishment of Clubhouse Lane as a Neighborhood; Establishment of Clubhouse Lane Association as a Neighborhood Association.** Pursuant to Section 2.2(a) of the Declaration, Declarant hereby establishes "Clubhouse Lane" as a Neighborhood within the Properties. The property and Lots assigned to the Clubhouse Lane Neighborhood are more particularly described on Exhibit A attached hereto. Clubhouse Lane Association, Inc., a Georgia nonprofit corporation (the "Clubhouse Lane Association") shall be a Neighborhood Association under the Declaration and subject to the terms of the Declaration, including, without limitation, Section 2.2(c) thereof. The Articles of Incorporation of the Clubhouse Lane Association are attached hereto as Exhibit B and the Bylaws of the Clubhouse Lane Association are attached hereto as Exhibit C.

2. **Entrance Gate for Clubhouse Lane.** Pursuant to Section 2.2(a) of the Declaration, the Owners within Clubhouse Lane are mandatory members of the Clubhouse Lane Association and Lots within Clubhouse Lane are subject to the additional covenants in this Amendment. The purpose of the Clubhouse Lane Association is to, whether directly or indirectly (through appropriate vendors, service providers, contractors and subcontractors) budget for, plan for, install, operate, maintain and insure an entrance gate for Clubhouse Lane, and any other portions of the Common Area within or adjacent to the Clubhouse Lane Neighborhood in a manner consistent with Article 5 of the Declaration, and the Clubhouse Lane is hereby empowered to do so in accordance with this Amendment. Notwithstanding anything contained in the Declaration to the contrary, the plan and specifications showing the nature, kind, shape, color, size, materials, and

location of the entrance gate and other improvements installed by the Clubhouse Lane Association shall be subject to Declarant's prior written approval.

3. **Clubhouse Lane Assessments.** Pursuant to Section 5.3 of the Declaration, the Board has delegated to Clubhouse Lane Association the responsibility for budgeting, installing, operating, maintaining and insuring an entrance gate for Clubhouse Lane, and any other portions of the Common Area within or adjacent to the Clubhouse Lane Neighborhood in a manner consistent with Article 5 of the Declaration, and for assessing the construction, maintenance and insurance costs thereof as an assessment under the Clubhouse Lane Association against the Lots in the Clubhouse Lane Neighborhood. Accordingly, for the avoidance of doubt, the Clubhouse Lane Association (including through its board of directors) is empowered to budget, make, collect and enforce such assessments (including an initial capital contribution and, if required, Special Assessments) in the same manner as the Association under Article 10 of the Declaration, for the purpose set forth above, and the Owners within Clubhouse Lane are solely responsible for the payment of such assessments. Without limiting the foregoing or the rights set forth in the Declaration, neither the Association nor Declarant shall be responsible for the payment of any costs incurred in connection with the entrance gate for Clubhouse Lane or other costs incurred by the Clubhouse Lane Neighborhood.

4. **Full Force and Effect.** All other provisions contained in the Declaration remain unchanged and the Declaration, as modified herein, remains in full force and effect. All capitalized terms used in the instrument that are not otherwise defined shall have the meanings ascribed thereto under the Declaration.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and date set forth above.

Signed, sealed and delivered
in the presence of:

Chitra Care
Unofficial Witness

DECLARANT:

MCLEMORE HOLDINGS, LLC,
a Georgia limited liability company

By: *William Duane Horton*
Name: William Duane Horton
Title: President

[Signature]
Notary Public
My Commission Expires: 5-24-27



Exhibit A – Clubhouse Lane Neighborhood

Description of Property

The real property lying and being in Original Land Lot Number 279 and 280 in the 12th District and 4th Section of Walker County, Georgia, being known and designated as PRC-1, PRC-2, PRC-4, PRC-5, PRC-6, PRC-8, PRC-9, PRC-10, PRC-11, PRC-12, PRC-15, PRC-16, PRC-17, PRC-18, PRC-19A, PRC-20A, PRC-20B, PRC-20C, PRC-22, PRC-24, and PRC-25, McLemore Clubhouse Lots, a P.U.D. Development, as shown on plat of said subdivision of record in Plat Book E, Page 220, in the Office of the Clerk of the Superior Court of Walker County, Georgia, which plat by reference is incorporated herein and made a part hereof.

Exhibit B – Articles of Incorporation of the Clubhouse Lane Association

(see attached)

Exhibit C – Bylaws of the Clubhouse Lane Association

(see attached)

**BYLAWS OF
CLUBHOUSE LANE ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Association is CLUBHOUSE LANE ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association (until otherwise designated by the Board of Directors of the Association (the "Board")) shall be located at 94 Clubhouse Lane, Rising Fawn, GA 30738, and meetings of Members and directors may be held at such other places within the State of Georgia, as may be designated by the Board.

**ARTICLE II
DEFINITIONS**

Unless otherwise set forth herein, capitalized terms used in these Bylaws shall have the same meanings ascribed to such terms as set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated October 2, 2017, of record in Deed Book 517, Page 86 in the Clerk of the Superior Court of Dade County, Georgia (the "Dade Clerk's Office") and in Deed Book 1953, Page 701 in the Clerk of the Superior Court of Walker County, Georgia (the "Walker Clerk's Office"), as amended (the "Declaration").

**ARTICLE III
MEETINGS; MEMBERSHIP AND VOTING RIGHTS**

3.1 Annual Meetings of Members: The regular annual meeting of the Members shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Georgia or virtually (via Zoom or similar), as shall be designated in the call of meeting pursuant to Section 3.3 below. If no such date is designated, the annual meetings shall be held on the Second Tuesday in January, if not a legal holiday, and if a legal holiday, then the next business day succeeding. The Members shall, at such annual meeting, elect Directors as needed, in the manner provided in Article IV hereof, and shall have authority to transact any and all business which may be brought before such meeting.

3.2 Special Meeting of the Members: Special meetings of Members shall be held at such place within the State of Georgia or virtually (via Zoom or similar) as shall be designated in the call of the meeting. A special meeting may be called by the Chief Executive Officer, any two (2) Directors, or by twenty-five (25%) percent of the Membership.

3.3 Notice of Meetings: Written notice of the place, date and time of every annual or special meeting of Members shall be mailed to each Member, at least fifteen (15) days before such meetings. Each Member shall register their address with the Association, and notices of meetings shall be mailed at such address, and if no such address has been registered, at the last known address of the Member. If for a special meeting, such notice shall state the object or objects of the meeting. It shall not be necessary that notice of an annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of Directors to be elected at such annual meeting.

3.4 Quorum; Approval: A quorum at any meeting of Members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Members entitled to cast one-third (1/3rd) of the votes. Unless otherwise provided in the Articles of Incorporation of the Association, or in

these Bylaws, a majority of the votes entitled to be cast by all Members present at a meeting shall be necessary and sufficient to approve or decide upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

3.5 Membership; Voting: Every Owner of a Lot within Clubhouse Lane shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Members shall be all Owners. Members shall be entitled to one (1) vote for each Lot; there shall be only one (1) vote per Lot. In any situation where there is more than one (1) Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

ARTICLE IV DIRECTORS

4.1 Number; Initial Director: The affairs of the Association shall be managed by a Board of three (3) Directors, who shall be Members of the Association, and who shall be appointed and removed by the Members. The initial Directors of the Association shall be Roger S. Marks, Jeff Glowaski and Anthony Ferguson, and shall serve until the first annual meeting of the Members.

4.2 Terms of Office: At the first annual meeting, the Members shall elect three (3) Directors to serve a term of two (2) years. After the expiration of the initial terms, all Directors shall be elected to serve a term of two (2) years and elections shall be held accordingly each year. All Directors shall hold office until their successors have been elected. The number of Directors may be increased or decreased by vote of the Members.

4.3 Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses reasonably incurred in the performance of his duties.

4.4 Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.5 Nomination: Nomination for elected members to the Board of Directors may be made from the floor at the annual meeting.

4.6 Election: Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise hereunder. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.7 Regular Meeting of Directors: Regular meetings of the Board shall not be required, but may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

4.8 Special Meetings of Directors: Special meetings of the Board shall be held at such place within the State of Georgia or virtually (via Zoom or similar) as shall be designated in the call of such meetings. Special meetings of the board of Directors may be called by the Chief Executive Officer or by two (2) members of the Board.

4.9 Notice of Meetings: Notice of special meetings of the Board shall be given by the Chief Executive Officer or the Secretary to each member of the Board, not less than three (3) days before the time at which meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board to state the purposes or objects of the meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

4.10 Quorum: A quorum at any meeting of the Board shall consist of a majority of the Members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these Bylaws, a majority of those present at any meeting at which a quorum is present may decide all questions which may come before the meeting.

4.11 Powers: The Board shall have power to:

(a) Budget for, plan for, install, operate, maintain and insure an entrance gate for Clubhouse Lane, and any other portions of the Common Area within or adjacent to the Clubhouse Lane Neighborhood in a manner consistent with Article 5 of the Declaration;

(b) If necessary, adopt and publish rules and regulations governing the use of the gate and sharing of its means of access, and to establish penalties for the infraction thereof;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by any other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board; and

(e) Engage appropriate vendors, service providers, contractors and subcontractors as they deem reasonably necessary to accomplish the foregoing.

4.12 Duties: It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present an annual statement thereof to the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Members;

(b) Make reasonable effort to ensure all officers and agents of the Association are properly performing their duties;

(c) Budget for, make, collect and enforce such assessments (including an initial capital contribution and, if required, Special Assessments) in the same manner as the Association under Article 10 of the Declaration, for the powers and purposes set forth above;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate insurance on property owned by the Association, as provided in the Declaration;

(f) Cause the Association to carry out all of its duties and obligations under the Declaration.

ARTICLE V OFFICERS AND THEIR DUTIES

5.1 Enumeration of Officer: The officers of this Association shall be a Chief Executive Officer, a Secretary, and a Chief Financial Officer, who shall at all times be members of the Board.

5.2 Election of Officers: The election of officers shall take place at the first meeting of the Board, and subsequently at the first meeting of the Board following each annual meeting of the Members.

5.3 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.4 Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the Chief Executive Officer, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

5.6 Multiple Offices: The offices of the Secretary and Chief Financial Officer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

5.7 Duties: The duties of the Officers are as follows:

(a) **Chief Executive Officer:** The Chief Executive Officer shall preside at all meeting of the Board; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

(c) **Chief Financial Officer:** The Chief Financial Officer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VI MISCELLANEOUS

6.1 The Declaration: All provisions contained in the Declaration with regard to rights, powers, and duties of the Association, the Members thereof, and the Board thereof, are hereby incorporated into these Bylaws by this reference, with the same effect as if such provisions were fully set forth herein.

6.2 Books and Records: The books and records of the Association shall, at all times, during reasonable business hours, be open for inspection by any Member of the Association and any institutional holder, insurer or guarantor of a first mortgage.

6.3 Indemnification: The Association shall indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal by reason of the fact that he, his testator, or intestate, is or was a director, officer or employee of the Association against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit or proceeding or in connection with any appeal in it. This right of indemnification shall not apply in relation to matters as to which the director, officer, or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty to the Association. The right to indemnification conferred by this section shall not restrict the power of the Association to make any other indemnification permitted by law.

6.4 Fiscal Year: The fiscal year of the Association shall be the calendar year.

6.5 Parliamentary Rules: "Robert's Rules of Order" (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

6.6 Conflicts: If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, or these Bylaws, then the provisions of Georgia law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) shall prevail.

6.7 Notices: All notices, demands, bills, statements, or other communications required or permitted to be sent under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered pursuant to "Notices" provision of the By-Laws of McLemore Homeowners Association, Inc. attached to the Declaration.

6.8 Amendment: These Bylaws may be amended only upon a resolution duly adopted by the Board and approved by the affirmative vote or written consent, or any combination thereof, of Members holding sixty-seven percent (67%) of the total votes in the Association.

<signature page follows>

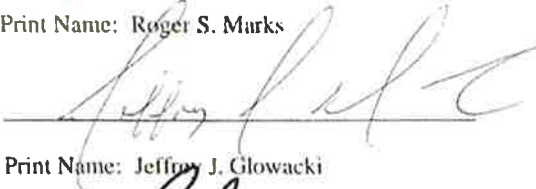
ADOPTION OF BYLAWS

The undersigned as the initial Directors of the Association hereby adopt the foregoing Bylaws of the Association effective as of Jan 11, 2024

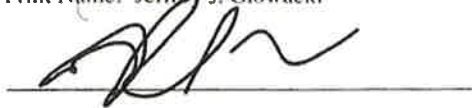
DIRECTORS:



Print Name: Roger S. Marks



Print Name: Jeffrey J. Glowacki



Print Name: Anthony Ferguson